

## **PART 3**

### **PROPOSAL INSTRUCTIONS**

# WASHINGTON STATE FERRIES

## FOOD, BEVERAGE AND RETAIL CONCESSION CONTRACTS

### PROPOSAL INSTRUCTIONS

Parties interested in submitting a proposal to Washington State Ferries (hereinafter called "WSF") for the proposed Food, Beverage and Retail Service Concession Contracts (hereinafter called the "Contract" or "Contracts") must comply with the following terms and conditions of the Request for Proposals ("RFP"):

#### **1. RFP PROCESS**

WSF is utilizing a Request For Proposals (RFP) selection process for this project, pursuant to RCW 47.56.03. Under such a process, the selection of the most advantageous proposal will be based upon the requirements and evaluation factors specified in the RFP.

An outline of the RFP process is provided in the RFP Part 1, RFP Schedule and Advertisement. A detailed description of the proposal evaluation process is provided in RFP Part 5, Proposal Evaluation.

#### **2. PROPOSAL**

For each concession service segment, a proposer may submit only one (1) proposal for initial and final evaluation pursuant to RFP Part 5, Proposal Evaluation.

#### **3. PRE-PROPOSAL CONFERENCE**

**One (1) Pre-Proposal Conference will be held at 1:00 p.m. on Wednesday, September 10, 2003 in Seattle, Washington.** WSF will send a notice to all interested parties on the Planholders List regarding the Conference location after WSF has secured off-site Conference facilities. Questions posed by proposers during the Conference will be answered by WSF in writing and copies will be sent to all planholders in an RFP Addendum. Please call 206. 515-3600 or 3601 for sign-up and information on the Pre-Proposal Conference.

1  
2 **4. VESSEL AND TERMINAL INSPECTIONS**  
3

4 WSF believes that a tour of WSF vessel and terminal facilities is crucial to preparing  
5 a proposal. Therefore, WSF will schedule site visits to select vessel and terminal  
6 facilities. Any information provided during such site visits will be provided in  
7 writing to all planholders in an RFP Addendum.  
8

9 After such guided site visits, prospective proposers are encouraged to visit other  
10 service locations and make their own informed decisions relative to equipment  
11 condition, customer counts and adequacy of facilities. On subsequent visits,  
12 proposers are directed not to interfere with WSF or current concession operations.  
13 Access to concession facilities that are not open to the general public is not allowed  
14 during unguided tours. For further site visit details, please see RFP Part 4,  
15 Concession Specifications.  
16

17 All site visits will be at the sole expense of the prospective proposers.  
18  
19

20 **5. PROPOSAL DUE DATE**  
21

22 **By 3:00 p.m. on Monday, September 15, 2003, all prospective proposers must**  
23 **submit to WSF a Letter of Intent**, demonstrating intent to submit a proposal for one  
24 or more of the concession service segments under this RFP. WSF will use such  
25 information determine the level of interest in the RFP and to help plan any  
26 adjustments to the events in the RFP Schedule. WSF will accept proposals only from  
27 those firms that submitted a Letter of Intent by the due date specified herein.  
28

29 **The closing date for receipt of proposals is 3:00 p.m. on Tuesday, September**  
30 **30, 2003.** See Section 14, Delivery of Proposals, for additional information regarding  
31 the submission of proposals.  
32

33 Due to the format of the RFP process, the proposals will not be publicly opened or  
34 read. Any proposal received after the Proposal Due Date shall be rejected and  
35 returned to the proposer unopened.  
36  
37

1  
2 **6. CORPORATE REGISTRATION**  
3

4 The laws of the State of Washington require that out-of-state corporations secure  
5 authority from the Secretary of State to transact business in the State of Washington.  
6 Accordingly, before the state can enter into a contract with an out-of-state or foreign  
7 corporation conducting business within the State of Washington, such corporation  
8 must comply with Washington's corporation laws. Consult the Office of the  
9 Secretary of State regarding the nature of your intended business, if any, within the  
10 State of Washington. Information and application blanks regarding corporate  
11 registration may be obtained from the Corporations Division, Office of the Secretary  
12 of State, Olympia, Washington 98504, or online, at  
13 <http://www.secstate.wa.gov/corps/registration>. The Corporate Information Line is  
14 (360) 753-7115.  
15  
16

17 **7. ESTABLISHED BUSINESS**  
18

19 To be considered responsive, a proposer must, by the Proposal Due Date, or prior to  
20 that time if required by law, be an established business firm with all required licenses,  
21 bonding, facilities, equipment and trained personnel necessary to perform the work  
22 specified in the RFP. WSF reserves the right to require proof of such compliance  
23 within five (5) calendar days from the date of request.  
24  
25

26 **8. RFP PACKAGE AND INTERPRETATION**  
27

28 Copies of the RFP Package may be purchased for the non-refundable fee of \$200.00  
29 each by contacting:  
30

31 **Mailing & Street Address (for pick-up):**

32 Washington State Ferries  
33 2911 2<sup>nd</sup> Avenue  
34 Seattle, Washington 98121-1012  
35

36 **Attn: Tim McGuigan, Contracts / Legal Services Manager**

37 Phone: (206) 515-3601

38 Fax: (206) 515-3605

39 E-Mail: [mcguigan@wsdot.wa.gov](mailto:mcguigan@wsdot.wa.gov)  
40 (cc: [dietz@wsdot.wa.gov](mailto:dietz@wsdot.wa.gov))  
41

42 To facilitate timely responses, WSF will accept questions during the proposal process  
43 only from prospective proposers (i.e., prime contractors). WSF will not accept, and  
44 has no obligation to respond to, inquiries from subcontractors or suppliers.  
45

Prospective proposers should submit each question by both telefax and e-mail only, to WSF's Contracts / Legal Services Manager (see above). Prospective proposers should also send a courtesy copy (cc) of each e-mailed question as indicated above. If there is any discrepancy between the faxed and e-mailed versions of a question, then the faxed version will control. Questions must be submitted soon enough to allow: (i) development and issuance of a written response; and (ii) consideration of the response by all prospective proposers before submission of their proposals.

Additionally, if a prospective proposer requires an explanation, clarification, or interpretation of any part of the Contract Documents, it may submit to the WSF Contracts / Legal Services Manager a written request for an interpretation thereof. All requests for interpretation are subject to the inquiry limitations specified in the preceding paragraph. WSF will not be responsible for any other explanations or interpretations of the Contract Documents. Oral explanations, interpretation, or instructions given by anyone before award of the Contract will not be binding on WSF.

Any information given to a prospective proposer concerning any of the Contract Documents will be furnished to all prospective proposers as an RFP Addendum if WSF deems that information to be necessary in submitting proposals or if WSF concludes that the lack of the information would be prejudicial to other prospective proposers.

## **9. ACKNOWLEDGMENTS**

The proposer shall carefully examine the Contract Documents and the Proposal forms. Submittal of a proposal shall be conclusive evidence that the proposer has made its examinations and understands all requirements for the performance of the Contract. The proposer further warrants, agrees and acknowledges by submitting a proposal that it:

- A. Has taken steps reasonably necessary to ascertain the nature and scope of the concession services; and understands that failure to do so will not be justification for a Contract modification, protest or claim against WSF;
- B. Has investigated and satisfied itself as to the general and local conditions which can affect the performance of the Contract or its cost, including but not limited to:
  - 1. Conditions bearing upon acquisition, transportation, disposal, handling, and storage of products and supplies;
  - 2. The amount of labor required to manage and operate the WSF concession facilities;

3. Uncertainties of WSF vessel re-assignments (from route to route) due to planned or emergency repairs and maintenance; and
  4. The condition of existing WSF concession facilities and equipment;
- C. Has not discovered any substantive ambiguities, other than those identified in writing to WSF, that would be discovered by a prudent firm in preparing its proposal; and
- D. Has read, fully understands and intends to sign the Contract, subject to any WSF approved modifications during the RFP process.

The proposer agrees that WSF shall not be liable to it for any claim whatsoever directly or indirectly resulting from the proposer's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

The proposer shall be familiar and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the performance of the Contract. WSF will not consider any plea of misunderstanding or ignorance of such requirements.

## 10. PROPOSAL FORM

WSF will furnish an official Proposal Form to all interested parties who purchase an RFP Package. Each proposal shall include the Proposal Form furnished by WSF and signed by the proposer.

WSF will evaluate the Proposal Form data, together with the other proposal components, to determine the successful proposer, as described in this document and the RFP Proposal Evaluation document. All prices, dates, acknowledgments, and signatures shall be legibly entered in the spaces provided on the Proposal Form, typed or in ink, and without alteration.

A sample Proposal Form is enclosed herewith. This sample form is for proposers' guidance only, and is not to be used to submit a proposal, unless otherwise approved in writing by WSF.

Proposals of corporations shall be signed by the officer or officers having authority to sign them. If a proposer is a partnership, the proposal shall be signed by an authorized member of the partnership. When the proposer is a joint venture, the proposal shall be signed by one or more individuals as authorized by the Joint Venture.

1  
2 **11. SALES, USE AND EXCISE TAXES**  
3

4 In accordance with RCW 82.08.0285 and 82.12.079, Washington State sales or use  
5 taxes shall not be included in the cost of any capital improvements to the vessel  
6 concession facilities since neither sales nor use taxes are applicable to: (i) sales of  
7 ferry vessels to the State of Washington for transportation within or outside territorial  
8 waters; (ii) sales of tangible property which becomes a component part of such  
9 vessels; and (iii) sales or charges for labor or services rendered in the construction or  
10 improving such vessels.  
11

12 Additionally, Federal Excise Tax shall not be included in any expenditures for  
13 improvements to the concession facilities, since WSF is exempt from such tax under  
14 Certificate No. 91-74-0133K. WSF will provide any available Exemption  
15 Certificates to the successful proposer, upon request.

16  
17  
18 **12. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**  
19

20 Please refer to RFP Part 10, Concession Contracts, for the voluntary Minority and  
21 Women-Owned Business Enterprise (MBE, WBE) goals regarding the purchase of  
22 products, supplies and/or services.  
23

24  
25 **13. PROPOSAL SECURITY**  
26

27 Each proposal shall be accompanied by Proposal Security in an amount equal to Ten  
28 Thousand Dollars (\$10,000), as shown on the Proposal Form. Proposal security shall  
29 be in the form of a certified check, cashier's check, or project Proposal Bond. Checks  
30 shall be payable to Washington State Ferries.  
31

32 The Proposal Security shall be submitted as evidence of good faith and as a guarantee  
33 that, if awarded the Contract, the proposer will execute and deliver the Contract and  
34 provide the required Contract Security.  
35

36 If a project Proposal Bond is selected, it must be submitted on a Proposal Bond form  
37 furnished or approved by WSF and signed by the proposer and its surety. The surety  
38 shall be registered with the Washington State Insurance Commissioner, and the  
39 surety's name shall appear in the current Authorized Insurance Company List in the  
40 State of Washington published by the Office of the Insurance Commissioner.  
41

42 Should the successful proposer fail to enter into the enclosed Contract with WSF and  
furnish satisfactory Contract Security within the time period specified, the Proposal  
Security shall be forfeited as liquidated damages, unless WSF approves a delay in  
writing.

1  
2 **14. DELIVERY OF PROPOSALS**  
3

4 Proposals must be properly addressed and submitted to WSF as follows:  
5

6 **Mailing & Street Address: (for U.S. mail, express mail and personal**  
7 **delivery)**

8 Washington State Ferries  
9 2911 2<sup>nd</sup> Avenue  
10 Seattle, Washington 98121-1081  
11 Attn: Contracts / Legal Services Department  
12

13 **RE: FOOD, BEVERAGE AND RETAIL SERVICE**  
14 **CONCESSION CONTRACTS**  
15

16 All proposers are advised that the Contract and Contract Security should **not** be  
17 executed at the time of submitting a proposal.  
18

19 **The closing date for receipt of proposals shall be in accordance with Section 5,**  
20 **“Proposal Due Date”, herein.**  
21

22  
23 **15. PROPRIETARY DATA**  
24

25 Any document(s) or information which a proposer believes is exempt from public  
26 disclosure (RCW 42.17.310) shall be clearly identified by the proposer and placed in  
27 a separate envelope marked with the RFP project name, the proposer's name, and the  
28 words "Proprietary Data" along with a statement of the basis for such claim of  
29 exemption. A sample Proprietary Data Statement is attached hereto and incorporated  
30 herein as Exhibit B.  
31

32 WSF's sole responsibility shall be limited to maintaining the above data in a secure  
33 area and to notify such proposer of any request(s) for disclosure within a period of  
34 five (5) years from the award date. Failure to so label such materials, or failure to  
35 provide a timely response after notice of request for public disclosure has been given,  
36 shall be deemed a waiver by a proposer of any claim that such materials are, in fact,  
37 so exempt.  
38

39 Notwithstanding such limitations, all Proposals Documents (as defined in Article 1 of  
40 the Contract) submitted under this RFP process shall be considered confidential until  
41 WSF has awarded the Contracts.  
42  
43



1  
2 **16. DATA ACCESS**  
3

4 WSF shall be solely responsible for the proposal evaluation process and selection of  
5 the most advantageous proposal. However, to accomplish such task, WSF reserves  
6 the right to utilize: (i) the expertise of any of its project consultants on technical  
7 issues relating to the project; and (ii) any independent (i.e., non-WSF personnel)  
8 members of the proposal evaluation panel. Therefore, proposers must allow WSF  
9 project consultants access to all proposal data, or the proposal will be deemed non-  
10 responsive and will be rejected.  
11

12  
13 **17. ALTERATIONS, MISREPRESENTATIONS**  
14

15 Except as otherwise provided herein, proposals which are incomplete, conditioned in  
16 any way, contain alterations or items not called for in the RFP, or which are not in  
17 conformity to the law, may be rejected as non-responsive. Additionally, a proposer  
18 shall not misrepresent its ability to perform the Contract Work, the scope of its  
19 product or service to WSF, its proposal prices, or the proposed milestone dates.  
20 Misrepresentation may be cause for: (i) rejection of a proposal; (ii) cancellation of  
21 Contract award; or (iii) termination of the Contract for default.  
22

23  
24 **18. WITHDRAWAL OR REVISION OF PROPOSALS**  
25

26 A. After submitting a proposal to WSF, the proposer may withdraw or revise it if:

- 27  
28 1. The proposer submits a written request signed by an authorized person;  
29 and  
30  
31 2. WSF receives the request before the Proposal Due Date.  
32

33 The original proposal may be revised and resubmitted as the official proposal  
34 if WSF receives it before the Proposal Due Date.  
35

36  
37 **19. IRREGULAR PROPOSALS**  
38

39 A. A final proposal **may** be considered irregular and **may** be rejected by WSF if:

- 40  
41 1. The Financial Proposal Form furnished or authorized by WSF is not  
42 used, or is altered;  
43  
44 2. The completed Financial Proposal Form contains any unauthorized  
45 additions, deletions, alternative proposals, or conditions;  
46

3. The proposer adds any provisions reserving the right to reject or accept the award, or enter into the Contract;
4. The Financial Proposal Form is not properly executed;
5. The proposer fails to submit or properly complete the Financial Proposal Form Attachments (if any);
6. The proposal does not constitute a definite and unqualified offer to meet the material terms of the RFP;
7. Receipt of Addenda is not acknowledged on the Financial Proposal Form; or
8. Financial Proposal entries are not legibly typed or made in ink.

**20. NON-RESPONSIBILITY**

- A. WSF, at its discretion, **may** reject a proposal if it determines that a proposer is not responsible for any of the following reasons:
  1. Evidence of collusion with any other proposer or proposers is found. Participants in such collusion will be disqualified from submitting proposals for any future WSF or WSDOT contracts;
  2. An unsatisfactory performance record exists based on past or current concession contracts with public entities or private firms;
  3. There is uncompleted work (WSF or otherwise) which might hinder or prevent the prompt performance of the Contract;
  4. The proposer (or related parties) has failed to complete a written public contract, or has been convicted of a crime arising from a previous public contract;
  5. The proposer is unable, financially or otherwise, to perform the Contract;
  6. The proposer is not authorized to do business in the State of Washington; or
  7. There are any other reasons deemed proper by WSF.

1  
2 **21. RESPONSIBILITY**  
3

4 During proposal evaluation, WSF reserves the right to make reasonable inquiry to  
5 determine the responsibility of any proposer. Requests may include, but are not  
6 limited to, financial statements, credit ratings, references, record of past performance,  
7 and on-site inspection of a proposer's or any subcontractor's owned or managed  
8 facilities. Failure to respond to such requests will be sufficient reason to consider the  
9 proposal non-responsive.

10  
11 Please note that in verifying the accuracy of a proposal, WSF reserves the right to  
12 contact any known past or current clients of a proposer, whether identified in a  
13 proposal or not. Prior to evaluation, WSF will notify the proposer of any such  
14 information so obtained. Such information will be afforded evaluation consideration  
15 to the same extent as comparable information provided in a proposal, consistent with  
16 the RFP evaluation criteria.  
17

18  
19 **22. CONSIDERATION OF PROPOSALS**  
20

21 A. After reviewing the proposals, WSF will verify the proposals for correctness  
22 of form, compliance with proposal terms set forth herein, and the extensions  
23 and totals of the unit prices (if applicable). WSF may reject a proposal or  
24 disqualify a proposer for those reasons set forth herein. If a discrepancy exists  
25 between the price per unit (if applicable) and the extended amount of any  
26 proposal item, the price per unit will control. The total of extensions,  
27 corrected where necessary, will be used by WSF for proposal evaluation.  
28

29 B. WSF reserves the right to: (i) waive informalities in the proposal process; (ii)  
30 accept the proposal of the responsible proposer who offers the most  
31 advantageous proposal; (iii) reject any or all proposals (see next paragraph);  
32 (iv) republish the call for proposals; (v) revise or cancel any concession  
33 service segment under the RFP; or (vi) to otherwise contract for any or all of  
34 the concession service segments, if in its sole judgment, the best interests of  
35 WSF is served thereby.  
36

37 C. Proposers are notified that WSF reserves the right to reject any or all  
38 proposals, without cause or for any reason. In the event all proposals are  
39 rejected, the project (or affected service segments) may be deferred  
40 indefinitely for re-advertisement, or otherwise performed if, in its sole  
41 judgment, the best interests of WSF is served thereby.  
42

43 D. A proposer who wishes to claim error after the Proposal Due Date shall  
44 promptly notify WSF that an error occurred. The proposer shall submit a  
45 notarized affidavit or declaration under penalty of perjury signed by the  
46 proposer and accompanied by the work sheets used in the preparation of the

proposal, requesting relief from the responsibilities of award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the proposal.

- E. The affidavit or declaration shall be submitted no later than 5:00 p.m. on the first business day after the Proposal Due Date or the claim will not be considered. WSF will review the affidavit or declaration and the certified work sheets to determine the validity of the claimed error and if the error is of the kind for which the law allows relief from forfeiture of the proposal deposit. If WSF concurs in the claim of error and determines that the error is of the kind which allows relief from forfeiture, the proposer will be relieved of responsibility and the proposal deposit of the proposer will be returned. If WSF does not concur in the error or determines that the error is not the kind for which the law allows relief, WSF may award the Contract and if the proposer refuses to execute the Contract, the proposer's proposal deposit shall be forfeited as liquidated damages.

### **23. AWARD OF CONTRACT**

The successful proposer will be the responsive and responsible proposer who offers WSF the most advantageous proposal based upon the RFP requirements and the evaluation criteria.

Generally, the successful proposer will be the proposer with the highest total evaluation score. The proposal evaluation factors are specified in RFP Part 5, Proposal Evaluation.

Unless all proposals are rejected, WSF intends to award the Contract within sixty (60) calendar days after the Proposal Due Date; Provided, all proposals shall remain in effect for ninety (90) calendar days after the Proposal Due Date. Upon mutual consent of the apparent successful proposer and WSF, this period may be extended. If the apparent successful proposer and WSF cannot agree on an extension, WSF reserves the right to award the Contract to the proposer with the next most advantageous proposal. WSF will notify the successful proposer in writing when it has been awarded the Contract. WSF shall also notify all other proposers that they were not selected.

1  
2 **24. EXECUTION OF CONTRACT**  
3

- 4 A. Within seven (7) calendar days after the award date, the successful proposer  
5 shall return the signed Contract, and the required evidence of insurance and  
6 Contract Security.  
7  
8 B. Until WSF signs the Contract, no proposer shall bind WSF, nor shall any  
9 Contract Work begin. The Contractor shall bear all risks for any Contract  
10 Work begun and for any materials ordered before the Contract is signed by  
11 WSF.  
12  
13 C. If the proposer experiences circumstances beyond its control that prevents  
14 return of the Contract Documents within the specified number of days after  
15 the award date, WSF may grant, in writing, additional calendar days for return  
16 of the Documents, provided WSF deems the circumstances warrant it.  
17  
18

19 **25. FAILURE TO EXECUTE CONTRACT**  
20

21 Failure to return the approved Contract Security with the signed Contract as required  
22 herein, or failure or refusal to sign the Contract, shall result in forfeiture of the  
23 proposal security. If this should occur, WSF may then award the Contract to a  
24 responsive and responsible proposer who offers WSF the second most advantageous  
25 proposal, or reject all remaining proposals. If such second proposer fails to return the  
26 required documents as stated above within the time provided after award, the  
27 Contract may then be awarded successively in like manner to the remaining next most  
28 advantageous proposers until the above requirements are met or the remaining  
29 proposals are rejected.  
30  
31

32 **26. RETURN OF PROPOSAL SECURITY**  
33

34 Unless ineligible for further consideration, all Proposal Security will be held until the  
35 executed Contract has been provided to WSF. At such time, all Proposal Security in  
36 the form of checks not subject to forfeiture, including the successful proposer's, shall  
37 be returned. Proposal Bonds shall be returned upon request.  
38  
39

1  
2 **27. PROTEST PROCEDURES**  
3

4 **A. Form and Substance**  
5

6 All protests regarding any contents or portion of this RFP must be submitted  
7 to WSF as soon as possible after the proposer / protestant becomes aware of  
8 the reason(s) for the protest. All protests must be in writing and signed by the  
9 proposer / protestant or an authorized agent. Such writing must state all facts  
10 and arguments on which the proposer / protestant is relying as the basis for its  
11 action. Such proposer / protestant shall also attach, or supply on demand by  
12 WSF, any relevant exhibits referenced in the writing. Copies of all protests  
13 and exhibits shall be mailed or delivered by the proposer / protestant to the  
14 proposer against whom the protest is made (if any) at the same time such  
15 protest and exhibits are submitted to WSF. All protests shall be directed to:

16  
17 Washington State Ferries  
18 2911 2<sup>nd</sup> Avenue  
19 Seattle, Washington 98121-1012  
20

21 Attn.: Mr. Tim McGuigan, Contracts / Legal Services Manager  
22 Phone: (206) 515-3601 Fax: (206) 515-3605  
23

24 **B. Pre-Selection Protests**  
25

26 To allow sufficient response time, all pre-selection protests (i.e., prior to  
27 WSF's official selection of the successful proposal) must be received by WSF  
28 no later than the 3:00 p.m. of the second business day after the Proposal Due  
29 Date. If the protest is mailed after the Proposal Due Date, and before the pre-  
30 selection protest deadline, the proposer / protestant shall immediately notify  
31 WSF's Contracts / Legal Services Manager by telephone, or some other means  
32 of rapid communication, that a protest has been made.  
33

34 WSF shall consider all the facts available to it, and issue a decision in writing  
35 within five (5) business days after receipt of the protest, unless WSF deems  
36 that more time is needed. The proposer / protestant and the proposer(s)  
37 against whom the protest is made will be notified if a longer time is necessary  
38 and, if the additional time required affects the Proposal Due Date or the  
39 selection date, all proposers shall be notified.  
40

41 WSF's decision shall be final and conclusive. Selection of the successful  
42 proposer, if any, will be postponed until after WSF has issued its decision.  
43  
44

1  
2 **C. Post-Selection Protests**  
3

4 WSF shall immediately notify all unsuccessful proposers of WSF's selection  
5 decision. Such decision is conclusive unless appeal from it is taken by an  
6 aggrieved firm to the Superior Court of Thurston County within five (5)  
7 calendar days after receiving notice of WSF's selection decision. The court  
8 shall hear any such appeal on WSF's administrative record for the project.  
9 The court may affirm WSF's decision, or it may reverse the decision if it  
10 determines the action of WSF was arbitrary and capricious.  
11

12 Post-selection protests which do not comply with the above-specified  
13 procedures will not be considered.  
14  
15

16 **28. ALTERNATE MEDIA**  
17

18 The WSF-issued hard copy of the RFP Package (including all RFP Addenda) shall be  
19 the official and controlling document for the RFP process. All other media forms  
20 (e.g., floppy disks, CD-ROM and/or Internet access) are provided for convenience  
21 only. All disk copies will be formatted using Microsoft Word.  
22

23 WSF makes no express or implied guarantee regarding the RFP information provided  
24 on disk, CD-ROM or the Internet. Accordingly, a prospective proposer's use of such  
25 alternate magnetic, optical or electronic media shall be at their own risk without  
26 protest or any other recourse against WSF, except as noted below.  
27

28 Upon advance written notice, WSF may, in its sole discretion, authorize the use of  
29 magnetic, optical or electronic RFP forms provided by WSF for proposal  
30 development and submittal.  
31

32 Note: Various RFP Drawings are included in the RFP. Some of the drawings are  
33 only available in hard copy, available by purchase of the RFP Package, per the  
34 instructions in the RFP advertisement.  
35

36 **29. PRE-RFP REPRESENTATIONS**  
37

38 All project information previously provided by WSF to interested parties, whether  
39 verbal or in writing, is superseded by the contents of this RFP and all Addenda  
40 thereto. WSF shall not be liable to any party for (i) any prior representations made by  
41 WSF personnel or its consultants; or (ii) the contents of any preliminary documents  
issued prior to this RFP.

1  
2 **30. PREPARATION COSTS**  
3

4 WSF shall not be liable to any proposer for its proposal preparation costs or any other  
5 direct or indirect costs arising from a response to this RFP.  
6  
7  
8  
9  
10

11 ( END )  
12